



## **Durham-Based Business Plan The Chesterfield Wexford Chesterfield Parking, LLC**

Pursuant to that certain Contract between the City of Durham, a North Carolina municipal corporation (the “City”) and **Wexford Chesterfield Parking, LLC**, a North Carolina limited liability company (“Company”), regarding funds for capital investments to the 701 W. Main Street property, effective as of \_\_\_\_\_, 2015 (the “Contract”), Company has agreed to make certain capital investments in the City. As part of these capital investments, Company will complete core and shell renovations to the Chesterfield Building and will perform construction work on certain of the Associated Parking Properties (the “Project”).

### **Purpose/Goals**

The purpose of this Durham-Based Business Plan (the “Plan”) is to encourage the use of Durham-based firms in connection with the Project. Through the Plan, Durham-based firms that may not have otherwise received consideration due to lack of exposure to the larger business community may have the opportunity to become involved in this Project in their community.

### **Administration**

This Plan shall be administered by the Company and the City and shall take effect when signed by the parties below and shall be fully effective until Completion Date (as defined in the Contract), including any extension or modification to such date. The Plan will implement the following guidelines and activities:

**A. Durham-Based Firm Identification Resources.** Company agrees to undertake the following:

- 1. Prior to the execution of the Contract, meet with the Director of the Office of Economic and Workforce Development or appropriate staff to establish project goals.**

Company and the City through the Director of the Office of Economic and Workforce Development or such other authorized employee of the City will meet and mutually set specific goal(s) under the Plan for the Project (the “Goals”). The Goals for this Project shall be those Goals set forth in Section C of this Plan.

- 2. Use the City’s database.**

Company will consider Durham-based firms as defined by the City whom are qualified and available to work on the Project, provided that the City makes such definition available to Company promptly upon request.

**3. Use of local organizations.**

Company agrees to request from one or more of the offices listed below, as Company determines, the identity of any qualified Durham-based firms for work on the Project:

- North Carolina Secretary of State Database
- City of Durham Office of Equal Opportunity and Equity Assurance Database
- North Carolina Department of Transportation (NCDOT) Database
- Small Business Administration (SBA) Minority Database
- RDU International Airport Authority Minority Database
- NC Institute of Minority Economic Development, Inc. contractors and vendor listing
- Durham Business & Professional Chain

**B. Outreach.** On items for which bids will be solicited for the Project, Company will use commercially reasonable efforts to cause the general contractor it retains to oversee the Project to solicit interest by Durham-based firms in the Project utilizing the following:

**1. Provision of written notice to qualified Durham-based firms that could perform the work to be subcontracted.**

Company will include a provision in its contract with its general contractor on the Project describing the relevant hiring or bidding conditions which are set forth in the Contract. Company agrees to use commercially reasonable efforts to cause the general contractor it retains to oversee the Project to send invitations to bid to qualified Durham-based firms, as determined by Company or its general contractor, expressing the desire to receive a proposal from such Durham-based firms for scope of work in their respective areas of expertise. Company will obtain from its general contractor and provide to the City a complete listing of all qualified firms that received invitations to bid on the Project. Company or its general contractor will maintain documentation on any written requests made to Durham-based Small Disadvantaged Business Enterprises firms in regards to solicitation of work on the Project.

**2. Timelines of notice to permit sufficient time for response of Durham-based firms.**

In the event Company is able to provide the City with notice of upcoming projects, Company agrees to permit the City to notify Durham-based firms of those upcoming projects. These notifications may include a brief description of the project, potential subcontracting opportunities and anticipated solicitation dates. Some of the specific efforts the City may employ for notifying small business firms include, but are not limited to, direct notification through phone calls or written notification through fax or email, and advertisements in local and statewide minority newspapers.

**3. Pre-bid Meetings with Durham-based firms.**

As commercially reasonable, Company or its general contractor for the Project will host pre-bid meetings in which qualified Durham-based firms will be invited to attend. When commercially reasonable and practicable, Company or its general contractor on the Project will provide two to three weeks after the prebid meetings and corresponding invitations to bid for the Durham-based firms to provide their proposals.

### ***C. Procurement & Recruitment***

With the understanding that firms must meet qualification requirements and that Company, its contractors and sub-contractors will have the intent and make good faith efforts toward ensuring equal contracting opportunities for Durham-based firms, the following contracting goal will be established for the Project:

- The proposed goals for the project would be 15% of contracting value to Durham-Based firms, including 5% to Durham-Based Small Disadvantaged Business Enterprises.

The aforementioned goal will be established for the aggregate of all work on the Project, including, but not limited to the following construction trades, professional services, vendor and supplier, and non-professional services to the extent qualified Durham-based firms are available to provide such services:

- Asphalt work
- Site utilities
- Flooring
- Painting
- Case work
- Saw cutting
- Landscaping
- Concrete
- Doors & framing
- Hardware
- Miscellaneous metals and steel erection
- Laboratory equipment installation and maintenance
- Signage and printing

Company will use commercially reasonable efforts to cause the general contractor it retains to oversee the Project to employ the following efforts in order to recruit businesses:

- 1. Distribute lists of qualified Durham-based firms, as determined by Company, to prime bidders at the pre-bid meeting.**

Company or its general contractor for the Project will document any correspondence and information related to qualified Durham-based firms that has been provided to prime bidders. Company or its general contractor for the Project will maintain a visitor sign in log at the local office of the Construction Manager for all prime bidders and Durham-based firms who attend meetings related to the Project.

### ***D. Technical Assistance***

If requested by such Durham-based firm or the City, Company or its general contractor for the Project will provide technical assistance to Durham-based firms to aid them in the preparation of prequalification statements and proposals by:

- 1. Providing construction schedules with the bid packages to allow Durham-based firms to better understand their general conditions.**
- 2. Offering referral assistance to Durham-based firms by providing them with a list, when available, of vendors, service providers, and/or prime contractors.**
- 3. Providing assistance with prequalification forms.**

If requested by such Durham-based firm or the City, Company or its general contractor for the Project will provide commercially reasonable assistance to Durham-based firms with prequalification forms.

#### ***E. Other Purchases***

Prior to the Completion Date, Company will involve Durham-based firms through:

- 1. Allowing qualified Durham-based firms to bid on the professional services, vendor and supplier and non-professional services aspects of the Project, if any, to the extent that such qualified Durham-based firms are able, in addition to the construction aspects of the Project. In the event Company retains the services of Durham-based firms during the course of the Project for items that are not related to construction, such hiring will be included in the calculations for the aggregate amount of expenditures and contracting values to Durham-based firms set forth above in Section C.**

#### ***F. Monitoring and Reporting***

Company will use commercially reasonable efforts to cause the general contractor it retains to oversee the Project to document the Plan's actual accomplishments by:

- 1. Analyzing and auditing trade contractors' bidding records to assure a minimum good faith effort. To the extent requested in writing by the City, Company will provide a letter certifying compliance within 10 business days of receipt of such written request.**
- 2. Providing quarterly reporting on the "Durham Based Business Plan Quarterly Report" form attached to the Contract as Exhibit C which may be revised from time to time at the discretion of the City. Reports shall be submitted by the 15<sup>th</sup> day of the month following the close of each quarter (January, April, July and October) or as requested by the City,**

and shall include at minimum but shall not be limited to: a list of any Durham-based firms participating in the Project during the prior quarter, the category of each firm, a description of the work completed by such firm, and the amount paid to each firm.

3. Preparing and presenting a final report on the recruitment of Durham-based firms to work on the Project.

Following the completion of the Project, Company will compile all quarterly reports previously provided to the City into one comprehensive Project Report and will deliver this to the City within 120 days following the Completion Date.